

Draft Master Use Agreement

Between

Contra Costa County and Contra Costa County Transportation Authority

Framework:

The joint use agreement is designed to be a Master Agreement between Contra Costa County (CCC) and Contra Costa Transportation Authority (CCTA) to allow CCTA to use land controlled by CCC for the benefit of research and testing of various vehicles by their partners in GoMentum Station project. The Master Agreement will set out the basic responsibilities of each party and will include separate attachments with the specific approval, consulting and use requirements and fee schedule if appropriate for each property covered by the agreement. Both parties agree that the use of the airport facilities is ultimately governed by the Federal Aviation Administration (FAA) rules and that the parties will negotiate specific procedures, to be codified in separate attachments, that inform how CCTA will propose, and CCC will evaluate any future use.

Terms:

1. The Property

- First Responder Training Facility (FRTF) at Concord Naval Weapons Station (CNWS), Byron Airport (C83), Buchanan Airport (CCR) all under the jurisdiction of Contra Costa County (CCC), including the County, ConFire, and Contra Costa County Office of the Sheriff (Sheriff), collectively referred as CCC Properties (CCCP). Each property will have an attachment to the Master Agreement governing the details of use of that specific property.

2. Definitions

- AGREEMENT: Cooperative Agreement between CCC and Contra Costa Transportation Authority (CCTA) with attachments.
- PARTNERS: All public, managing partner, and private entities utilizing CCCP for testing advanced transportation technologies.

- TESTBED: Designated roadways, areas, and buildings on CCCP facilities used for testing, training, and research and development activities.
- PROGRAM: CCTA's Innovation Program

3. Term

- This AGREEMENT will remain in effect for a term of five (5) years, unless earlier terminated by parties, with an option to renew for an additional five (5) years. Such renewal shall not be unreasonably withheld by CCC. Upon expiration of the existing Term or any Extension Term, this AGREEMENT will automatically renew on a yearly basis unless otherwise agreed to by the parties in writing.

4. CCTA Proposed Activities

CCTA is committed to collaborating with CCC to identify improvements to enhance the value of CCCP facilities during the effective dates of this AGREEMENT. More specifically CCTA, subject to CCTA BOARD approval, will provide the following:

- Utilize existing, designated roads for vehicle testing and use by private partners within CCCP.
- Serve as the manager and facilitator for all activities related to the CCTA's Innovation Program subject to the terms of the separate attachments which may require a greater role from CCC on airport properties.
- Serve as the point-of-contact with PARTNERS in terms of identifying said PARTNERS for testing at the TESTBED(S) and communication protocols except when those duties have been assigned to a third party and/or managing entity in writing in so far as this does not conflict with prior agreements in place at CCC properties.
- Provide reasonable design, construction, and construction management services, including procurement as needed, and as resources are available, and assistance with construction of all facilities and infrastructure improvements at TESTBED per final designs and PARTNERS approvals to accommodate testing activities, utilization of the TESTBED, research and development and pilot demonstration projects.

- Coordinate with and seek approval from CCC regarding any planned improvements to CCCP, as detailed in the attachment for that specific property.
- Identify and facilitate funding to advance transfer of property from Navy to CCC.
- Attract PARTNERS and create opportunities for CCC for public benefits.
- Develop and implement standard operation procedures for access and scheduling of the activities of PARTNERS, ConFire, Sheriff, and CCC.
- Pursue federal and state grants in collaboration with PARTNERS and other public entities for advancing the TESTBED(S).
- Facilitate the development of a Strategic Plan for a world class FRTF with advanced technologies to outline a framework and road map of how to advance the transfer of the property within the CNWS for the FRTF; and
- Other improvements as agreed upon by PARTNERS and approved by CCC.

5. CCTA Proposed Improvements

- Building a new skid pad and additional TESTBED features for current and potential future GoMentum Station PARTNERS and CCC at a mutually agreed upon location identified within CCCP.
- Expansion of County drone program and expanding GoMentum Station to Byron and Buchanan Airports for PARTNERS' and CCC use at TESTBED, as negotiated in specific attachments for each airport facility and subject to any fee schedule for activities established in the attachments:
- CCTA will support the facilitation of the planning and development of County FRTF. CCTA will use their existing consultants, and potentially additional subject matter experts mutually agreed on by CCTA and CCC, subject to agreed cost sharing, to support these efforts. The design and specifications will be developed in coordination with ConFire, Contra Costa County Office of the Sheriff and CCC.

- Incorporate a State-of-the-art technology center into CCCP and creation of training programs.
- Establishment of innovation zone/center to spur economic development and job creation.
- Annual maintenance of CCC roads and buildings utilized at the TESTBED(S) by the PROGRAM.
- Contract for security guards to access the FRTF facility throughout the course of the agreement in collaboration with the City of Concord and East Bay Regional Park District (EBRPD), subject to agreed cost sharing based on use percentage.
- Installation of wireless communications, smart signals, including the signal lab, internet of things (IoT), and smart city technologies for testing by PARTNERS at the TESTBED(S).
- Secure available airspace within FRTF for expansion of drone testing by PARTNERS and CCC, subject to Federal Aviation Administration approval, conformance with existing use agreements with other parties and use details in appropriate attachments for each airport property.
- Utilization of buildings for office space and storage for use by PARTNERS.
- Installation of broadband and internet services for use by CCC and PARTNERS.
- Construction of a vehicle dynamic area within CCCP near Byron Airport or mutually agreed upon location within CCCP as negotiated and subject to the terms in the Byron airport attachment; and
- Additional requested improvements to be reflected in the final AGREEMENT.
- CCTA will maintain an umbrella liability policy for CCTA and partners during the term of AGREEMENT.

6. CCC Commitments

- Provide a 5 year commitment for the use, with 5 year renewal, of CCCP through a mutual agreement for testing by CCTA to attract PARTNERS, for the use of the TESTBED(S) as provided in the attachments; provided however, that CCC in its reasonable discretion

shall have the right to amend the AGREEMENT to the minimum extent necessary in order to comply with the CCC Department of Conservation and Development (DCD) requirements;

- CCTA shall have third-party beneficiary rights during the period of the AGREEMENT to lease to subtenant(s) at FRTF, subject to CCC approval of subtenants, such approval shall not be unreasonably withheld.
- Physical security of FRTF shall be provided by CCTA, with CCC sharing in costs based on CCC's percentage use. CCC will provide physical security for the airport properties subject to reasonable reimbursement to CCC of CCC's direct and actual out-of-pocket costs and expenses incurred therefor.
- Assign point-of-contact and participate in regular coordination meetings with CCTA and other meetings as required to assure compliance with the AGREEMENT.
- Coordinate with Confire and Sheriff on developing, implementing, and adhering to standard operating procedures for all aspects of CCCP.
- Inform CCTA 30-days in advance, where practical, of potential or actual impacts or impediments to PARTNERS' scheduled access and use of TESTBED; and
- Except as expressly required by the AGREEMENT, CCC shall not be required to bear, incur, or expend any fees or costs in connection therewith and all aspects of the PROGRAM shall be at designated managing entity's sole cost and expense.

7. Safety and Security

- Coordinated commitment to annual maintenance for CCC roads and buildings utilized at the TESTBED by the PROGRAM; CCTA will provide, and pay for, security guards to access the FRTF facility throughout the course of the AGREEMENT in collaboration with the City of Concord and EBRPD with CCC responsible for sharing based on CCC's percentage use of the FRTF facility.

8. Coordination

- CCTA will serve as the single point of coordination and communication with all public entities for their private partners and CCC and will ensure a fully transparent process with regards to alignment of private sector objectives with the CCC, United States, and State of California public safety policies, rules, and regulations.

9. Governing Law

- CCTA, and its subcontractors, shall comply with all applicable laws, ordinances, rules, and regulations. CCTA shall give all notices and pay all fees; obtain and pay for all permits, licenses, inspections, and certificates of inspection required by any governmental agency having jurisdiction over any part of the work related to the TESTBED and PROGRAM.